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Petruschke, 101 Minn. 478, 112 N. W. 1000, 118 Am. St. Rep. 644. But see *contra* N. I. L. § 54; *Hodge v. Smith*, 130 Wis. 326, 110 N. W. 192.

The only case in point that has arisen in Virginia holds that the bank on merely crediting the proceeds on its books is not a holder for value. *Miller v. Norton*, 114 Va. 609, 77 S. E. 452.

CONSTITUTIONAL LAW—COMPENSATION OF FEDERAL JUDGES—FEDERAL INCOME TAX THEREON.—The Federal Constitution, Art. 3, § 1, provides that "the judges * * * shall, at stated times, receive for their services, a compensation, which shall not be diminished during their continuance in office." Amendment 16 provides, "The Congress shall have power to lay and collect taxes on incomes, from whatever source derived, * * *." Under Act of Congress of February 24, 1919, c. 18, § 213, Comp. Stat. Ann. Supp., 1919, § 6336½ff, a United States District Judge was taxed on his income received as compensation for his services as judge. He paid the tax under protest and brought action to recover the amount so paid, on the ground of unconstitutionality. *Held*, the plaintiff should recover. *Evans v. Gore*, 40 Sup. Ct. 550. See NOTES, p. 69.

CONTRACTS—PROMISE FOR AN ACT—MERE COMPLIANCE WITH TERMS OF OFFER BEFORE REVOCATION MAKES A BINDING CONTRACT.—Defendant hired the plaintiff to work for him at a stipulated monthly salary, nothing being said about a bonus. At the time the plaintiff started to work, the defendant posted-a notice offering "a 5 per cent. bonus to every man in our employ * * * making four months' straight time." Plaintiff read the notice, but did not notify his employer of his effort to secure the bonus, and then worked the required time. The defendant refused to pay the plaintiff the bonus, and an action was brought to recover it. *Held*, the plaintiff may recover. *Henderson Land & Lumber Co. v. Barber* (Ala. App.), 85 So. 35.

In order for there to be a binding contract, there must be an offer and an acceptance. This offer and acceptance may take various forms. (1) An offer may be a promise, under seal, and a simple assent the acceptance. *O'Brien v. Boland*, 166 Mass. 481, 44 N. E. 602. (2) There may be an offer of an act for a promise, implied or expressed, which constitutes acceptance. *Wojahn v. National Bank of Oshkosh*, 144 Wis. 646, 129 N. W. 1068. (3) Or an offer of a promise for a promise, the ordinary bilateral contract. *Phillips v. Preston*, 5 How. 278; *Lester v. Lester*, 28 Gratt. (Va.) 737. (4) Or there may be an offer of a promise for an act. *Vigo Agricultural Society v. Brumfield*, 102 Ind. 146, 1 N. E. 382, 52 Am. Rep. 657; *Ryer v. Stockwell*, 14 Cal. 134, 73 Am. Dec. 634.

The offer of a bonus or reward need not be made to any definite, ascertained person, but may be made to a class of persons or to the public generally. *Ryer v. Stockwell*, *supra*. The offer may be made by one standing in a crowd and shouting out the offer to those present. *Rief v. Page*, 55 Wis. 496, 13 N. W. 473. In the course of a political speech. *Wilmoth v. Hensel*, 151 Pa. St. 200, 25 Atl. 86, 31 Am. St. Rep. 738. By advertisements inserted in a newspaper. *Carlill v. Smoke Ball Co.* (1893), 1 Q. B. 256.